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CV-99-00539-DWH (RAM)

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

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Stephen E. Behringer, Jenny Beatty, Reginald Belcher,  
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John R. Eychaner, Edgar R. Fergus, Robert B. Finnelly,  
Edward G. Fisk, James C. Fitzgerald, Edwin Fletcher, Karen J.

Case No.

COMPLAINT  
JURY DEMAND

Fontaine, Richard L. Francis, Kenneth D. Fuhrmann, Garth L. Gabrielson, Charles Garrett, Steve Gillis, Gary E. Gobeille, Jan Gordon, William Gower, Bryce Gradert, David Gray, Steven A. Green, Glenn Gunter, Michael E. Hagberg, Lawrence Hansen, Gregory A. Hanson, Edward W. Heilbrun, Greg L. Helleckson, Jeff Hemstad, John W. Heyn, Harvey Hiatt, Jay P. Hill, David L. Hinman, Lawrence Holloway, Kirk M. Holte, Robert D. Hudspeth, Richard Hutton, Richard Irwin, Daniel R. Johnson, Randy Johnson, Richard A. Jones, Robert G. Jones, Thomas C. Kahley, Pete Karkeck, Glenn A. Kinach, Edward C. Kneip, Richard J. Kosco, Gordon W. Kraus, Tony D. Kyritsis, Max Lambert, Jessy Larsen, Robert H. Laustrup, Ron Lawson, Christian J. Leary, George W. Lingle, Robert J. Loudon, John MacDonald, Theresa L. Malley, Michael J. Mardini, Dan D. Marker, Eric Martorana, Patrick E. McBurnett, Roy O. McCormick, David M. McGuire, Barry J. McKay, Douglas W. Messmore, Dennis L. Mitchell, Francis C. Moine, Larry D. Morelock, David L. Morphew, Michael F. Morter, Chas R. Mudie, Timothy F. Murley, Douglas R. Mustoe, James S. Orey, Kenneth A. Osburn, Thomas G. Ott, Charles B. Outlaw, Richard L. Perkins, William Perry, Ronald A. Peterson, Michael E. Pile, John S. Purdie, Brian W. Raikes, Charles G. Raines, John R. Rau, Calvin E. Reeves, Harold P. Reitzig, Josef H. Reller, David M. Renner, Mark Reusser, Steven F. Reynolds, Kenneth L. Rice, Elliot J. Richman, Todd A. Richman, Tracy A. Robbins, Doug Rodewald, John Sahakian, David Sanford, Mark Sargent, Robert Scarratt, Steven A. Schmokel, Jeffrey M. Schnaubelt, John Schnaubelt, Jeff D. Schrager, John Schultz, Gary Schwarzrock, John M. Scilingo, James R. Scott, Gary O. Sharp, Bruce E. Sheldon, Christopher D. Smart, Paul J. Smith, Randy L. Smith, Kurt Staben, Donald L. Staib, Marty O. Steffen, Eric R. Stevenson, Robert L. S. Taggart, Matthew A. Teare, Guido C. Terzo, Robert M. Urbas, Scott A. Valdez, Francis J. Vann, David Vidimos, Richard J. Vitzthum, Jr., Steve Wallerstein, Kim L. Washburn, Gary A. Weichert, Sara R. Weichert, Kevin J. Whalen, David A. White, Bradley W. Whiteside, George A. Winkler, Steven R. Winner, Joseph B. Wisniewski, Kim D. Wood, and Timothy B. Young.

Plaintiffs,

v.

American Airlines, Inc., and  
Allied Pilots Association,

Defendants.

### Jurisdiction and Venue

1  
2 1. This action arises under the Railway Labor Act, 45 U.S.C.  
3 §151, *et seq.*, and the common law of Nevada. The Court has  
4 jurisdiction under 28 U.S.C. §§1331, 1337, and 1367. Venue in  
5 this district and division is proper under 28 U.S.C. §§1391(b)(1)  
6 and (b)(2).  
7

### Parties

8  
9 2. All 190 plaintiffs named in the caption are pilots employed  
10 by the defendant American Airlines, Inc., a majority of whom are  
11 based in Reno and Las Vegas, Nevada. In that capacity they are  
12 represented for employment purposes by a labor union, the  
13 defendant Allied Pilots Association. Prior to August 31, 1999, all of  
14 the plaintiffs were employed as pilots by Reno Air, Inc. ("Reno Air"),  
15 and were represented by a different union, the Air Line Pilots  
16 Association. All 190 plaintiffs are employees within the meaning of  
17 the Railway Labor Act, 45 U.S.C. §§ 151, 182.  
18  
19

20  
21 3. The defendant American Airlines, Inc. ("American") is an air  
22 carrier engaged in interstate and foreign commerce within the  
23 meaning of the Railway Labor Act, 45 U.S.C. §§ 181-82. American  
24 is a corporation doing business in Reno and Las Vegas, Nevada,  
25 and for venue purposes resides in this district and division. In  
26 addition, a substantial part of the events and omissions giving rise  
27  
28

1 to the claims asserted against American occurred in this judicial  
2 district and division.

3 4. The defendant Allied Pilots Association ("APA") is a labor  
4 union within the meaning of the Railway Labor Act, 45 U.S.C. §§  
5 151, 182, and is the exclusive representative of all pilots employed  
6 by American. The APA is engaged in representing and acting for  
7 those pilots in Reno and Las Vegas, Nevada, and for venue  
8 purposes resides in this district and division. In addition, a  
9 substantial part of the events and omissions giving rise to the  
10 claims asserted against APA occurred in this judicial district and  
11 division.  
12  
13  
14

15 Statement of Claims

16 5. On November 19, 1998 American announced publicly its  
17 intention to acquire Reno Air, a West Coast carrier headquartered  
18 in Reno, Nevada. At that time American had a fleet of  
19 approximately 650 aircraft and employed nation-wide  
20 approximately 9500 pilots. Reno Air had 27 aircraft and employed  
21 approximately 300 pilots, most of whom were based in Reno and  
22 Las Vegas. American's stated purpose in acquiring Reno Air was to  
23 give American an immediate and substantial presence in the West  
24 Coast air travel market. American believed that without the Reno  
25 Air fleet and pilot work force it could not grow fast enough to meet  
26 American's competitive needs.  
27  
28

1       6.     On December 23, 1998 American consummated its  
2       acquisition by buying, through a public tender offer, more than  
3       80% of the outstanding shares of Reno Air. American then  
4       announced that Reno's operations, including its fleet and pilot  
5       work force, would be merged with those of American. On or about  
6       December 23, 1998 APA undertook to represent the interests of the  
7       Reno Air pilots by negotiating on their behalf the terms of a merger  
8       agreement with American.  
9

10  
11       7.     In January 1999 American and APA began negotiations for  
12       that merger agreement to establish the terms and conditions under  
13       which the two pilot groups would be combined, including the terms  
14       and conditions under which the Reno pilots would continue  
15       working at Reno Air until the operational merger of the two carriers  
16       was complete. That merger agreement was to amend and  
17       complement the existing collective bargaining agreement between  
18       American and APA.  
19

20  
21       8.     American, APA, and the Reno pilots understood that one of  
22       the key issues for negotiation was the manner in which the pilot  
23       seniority lists of the two carriers would be merged. Seniority  
24       merger is important because relative pilot seniority governs all  
25       facets of pilots' employment at American, including the award of  
26       promotional opportunities for higher paying assignments, the  
27       monthly bidding of work schedules, and protection from lay off.  
28

1 9. In order to induce Reno Air pilots to tender their shares of  
2 Reno Air stock to American, and to continue their employment  
3 with Reno Air and ultimately American, the management of  
4 American represented in Reno to the Reno Air pilots that their  
5 seniority would be merged on a "fair and equitable" basis. The  
6 phrase "fair and equitable" is a term of art in airline mergers, and  
7 was understood as such by American, APA, and the Reno pilots.  
8 Arbitrators and courts have defined it to mean a merged seniority  
9 list that protects the pre-merger career expectations of both pilot  
10 groups, and does not permit one group to gain advantages at the  
11 expense of the other.  
12

13  
14  
15 10. American further represented in Reno to the Reno pilots that  
16 a merged list would not result in the "displacement of any  
17 incumbent pilot from any position currently held." American  
18 management also represented that the manner of merging seniority  
19 lists "will need to be worked out between the unions of the two  
20 carriers, before we agree to any necessary contract amendments."  
21

22 11. All of the above representations by American were false. The  
23 Reno pilots, to their detriment, reasonably relied upon those  
24 representations.  
25

26 12. The APA represented in Reno to the Reno pilots that the APA  
27 would meet and discuss seniority integration with their  
28 representatives before entering negotiations with American on that

1 subject. Similarly, during the course of negotiations between APA  
2 and American, APA represented in Reno to the Reno pilots that it  
3 would meet and discuss seniority integration proposals with their  
4 representatives before reaching agreement with American. No such  
5 meetings and discussions occurred, either before or during  
6 negotiations. APA's representations to the Reno pilots were false,  
7 and were made in bad faith. The Reno pilots, to their detriment,  
8 reasonably relied upon those representations.  
9

10  
11 13. The APA also excluded Reno pilot representatives from  
12 participating in negotiations with American for a merger  
13 agreement, despite their repeated requests to do so. As a result,  
14 and over the objections of the Reno pilots, APA unilaterally  
15 proposed to American a combined seniority list that placed all 300  
16 Reno Air pilots, including 157 Captains who had up to seven years  
17 seniority with Reno, at the bottom of the American pilot seniority  
18 list. APA put the Reno pilots, who averaged over 10,000 hours of  
19 flight experience, below newly hired, and relatively inexperienced,  
20 American Second Officers. APA also proposed displacing all 157  
21 Reno Captains from their positions, and proposed replacing them  
22 with APA members. Both the seniority proposal and the  
23 displacement proposal were arbitrary and unreasonable. Neither  
24 proposal made to American was "fair and equitable."  
25  
26  
27  
28

1 14. APA's seniority and displacement proposals were meant to  
2 punish the Reno pilots who the union blamed, wrongly and in bad  
3 faith, for the layoff of approximately 600 American pilots in 1993-  
4 94, around the time American closed its San Jose, California pilot  
5 base. Those furloughed pilots returned to work in 1995-96.

6  
7 15. American agreed to APA's proposals knowing that the Reno  
8 pilots objected to them; that they were unilaterally formulated by  
9 APA, without input from the Reno pilots; that the proposals were  
10 arbitrary, unreasonable, and not fair and equitable; and, that the  
11 proposals were made in bad faith, and were meant to punish the  
12 Reno pilots.  
13

14  
15 16. In agreeing to those APA proposals American also breached  
16 its promises to the Reno pilots that the company would only agree  
17 to a "fair and equitable" seniority list; that the combined seniority  
18 list would not result in the immediate displacement of any Reno  
19 pilots; and, that American would only accept a seniority list  
20 produced by agreement of the two pilot groups.  
21

22  
23 17. On August 31, 1999 American merged, within this district  
24 and division, the flight operations and pilot groups of Reno Air and  
25 American. In doing so the company implemented APA's proposals  
26 by placing all former Reno pilots on the bottom of the seniority list.  
27 In addition, on August 31, 1999 American began the process of  
28 displacing and demoting former Reno Captains, based in Reno and



1 Las Vegas, to the First Officer rank, and awarding their Captain  
2 positions to APA members who are First Officers. The company  
3 similarly began displacing former Reno First Officers from their  
4 bases. The effective date of the foregoing displacements and  
5 demotions is November 1, 1999.  
6

7 COUNT 1  
8 (Duty of Fair Representation)

9 18. The defendant APA undertook to represent the employment  
10 interests of the Reno pilots, including plaintiffs, as described  
11 above. It, thus, owed them a federally recognized duty of fair  
12 representation in accordance with the Railway Labor Act, 45  
13 U.S.C. §151 *et seq.* APA breached that duty by acting toward  
14 plaintiffs in a manner that was arbitrary, discriminatory, and in  
15 bad faith. APA's unlawful acts, a substantial part of which  
16 occurred in this district and division, include at least the following:  
17 (a) failing and refusing to engage in meaningful discussions with  
18 plaintiffs' representatives regarding seniority list integration,  
19 despite representations that it would do so; (b) excluding plaintiffs'  
20 representatives from negotiations between APA and American  
21 regarding seniority list integration; (c) proposing and securing  
22 acceptance from American of an integrated seniority list, and a  
23 system for displacing Reno pilots, that were arbitrary, and not fair  
24 and equitable; (d) using a merged seniority list, and Reno pilot  
25 displacements, to punish plaintiffs for lay-offs of APA members for  
26  
27  
28

1 which Reno pilots were not responsible; and, (e) making material  
2 and intentional misrepresentations to plaintiffs' representatives.

3 19. Because APA breached its duty of fair representation  
4 plaintiffs were harmed and injured in their employment as  
5 American pilots within this district and division. Such harm  
6 includes involuntary displacements and demotions, diminished  
7 present and future earnings, diminished present and future  
8 promotional opportunities, diminished present and future monthly  
9 bidding rights, diminished present and future protection from  
10 layoff, and diminished present and future quality of life.  
11

12  
13 COUNT 2  
14 (Duty of Fair Representation)

15 20. The defendant American Airlines participated in, colluded  
16 with, and knowingly facilitated APA's breach of its duty of fair  
17 representation, and otherwise engaged in wrongful conduct of its  
18 own, as described above. American's unlawful acts, a substantial  
19 part of which occurred in this district and division, include at least  
20 the following: (a) misrepresenting to plaintiffs that they would  
21 receive a fair and equitable seniority integration;  
22 (b) misrepresenting to plaintiffs that they would not be displaced or  
23 demoted from their positions; (c) excluding plaintiffs'  
24 representatives from negotiations between American and APA over  
25 the terms of an integrated seniority list, and a system for  
26 displacing Reno pilots; (d) agreeing to an integrated seniority list,  
27  
28

1 and the displacement and demotion of Reno Captains and First  
2 Officers, which American admitted to plaintiffs' representatives was  
3 arbitrary, and not fair and equitable; (e) agreeing to an integrated  
4 seniority list and pilot displacement system that American knew  
5 was motivated by APA's desire to punish Reno pilots for lay offs of  
6 APA members which occurred in 1993-94; (f) implementing on  
7 August 31, 1999 a seniority list which placed all former Reno pilots  
8 at its bottom; and, (g) on and after August 31, 1999 displacing  
9 and demoting former Reno Captains and First Officers from their  
10 positions.  
11

12  
13 21. Because American participated in, colluded with, and  
14 facilitated APA's unlawful conduct, and engaged in its own  
15 wrongful acts plaintiffs have been harmed and injured in their  
16 employment as American pilots within this district and division.  
17 Such harm includes involuntary displacements and demotions,  
18 diminished present and future earnings, diminished present and  
19 future promotional opportunities, diminished present and future  
20 monthly bidding rights, diminished present and future protection  
21 from lay-off, and diminished present and future quality of life.  
22

23  
24 22. APA and American are jointly and severally liable for the  
25 harm caused plaintiffs.  
26  
27  
28

COUNT 3  
(Breach of Promise)

23. The defendant American Airlines, as described above, promised plaintiffs that they would receive a fair and equitable seniority integration; that the company would not accept and implement a merged seniority list unless plaintiffs' representatives agreed with its formulation; and, that a merged seniority list would not result in plaintiffs' immediate displacement and demotion. In consideration for those promises plaintiffs agreed to and undertook employment as pilots by American. The defendant American Airlines breached those promises, and as a result plaintiffs were harmed, as described above.

COUNT 4  
(Misrepresentation)

24. The defendant American Airlines, as described above, misrepresented to plaintiffs that they would receive a fair and equitable seniority integration; that the company would not accept and implement a merged seniority list unless plaintiffs' representatives agreed with its formulation; and, that a merged seniority list would not result in plaintiffs' immediate displacement and demotion. Plaintiffs reasonably relied on those misrepresentations, and as a result were harmed thereby, as described above.

Prayer For Relief

25. Plaintiffs seek an order preliminarily and permanently enjoining defendants American and APA from implementing and applying the current pilot seniority list.

26. Plaintiffs seek an order preliminarily and permanently enjoining defendants American and APA from displacing any former Reno pilot from any Captain or First Officer position held on August 30, 1999, and directing restoration for all Reno pilots currently displaced from those positions.

27. Plaintiffs seek an order: (1) directing defendant American and defendant APA to meet and negotiate with plaintiffs' a fair and equitable combined seniority list to replace the current one; and, (2) directing that construction of a fair and equitable seniority list be referred to neutral arbitration, in the event the parties are unable to reach agreement on such a list.

28. Plaintiffs seek compensatory and punitive damages for the harm and injury each has suffered, and will suffer, as a result of defendants' unlawful conduct.

29. Plaintiffs seek an award of their attorneys' fees and costs, and an award of such other relief as the cause of justice may require.

1  
2  
3 Dated this 1<sup>st</sup> day of October, 1999  
4

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14 By: Frank F. Kowalski

15  
16 Roger L. Erickson  
17 Attorneys for Plaintiffs  
18  
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# CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## (a) PLAINTIFFS

David W. Allen, et al.

## DEFENDANTS

American Airlines, Inc. and  
Allied Pilots Association

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

CITY OF FIRST LISTED DEFENDANT

CV-99-00539-DWH (RAM)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

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Gordon & Barnett Erickson, Thorpe & Swainston  
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**BASIS OF JURISDICTION** (PLACE AN "X" IN ONE BOX ONLY) **CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party) Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4  
2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III) Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5  
City of Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

**NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veterans Benefits 160 Stockholders Suits 190 Other Contract 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY - Med. Malpractice</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R R & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing: Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**ORIGIN** (PLACE AN "X" IN ONE BOX ONLY)

1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

airway Labor Act, 45 U.S.C. Section 151, et seq. Breach of the duty of fair representation  
wed plaintiffs in connection with the merger of Reno Air, Inc. and American Airlines, Inc.

**REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐ DEMAND \$ 150,000 CHECK YES only if demanded in complaint: JURY DEMAND: ☒ YES ☐ NO  
Paid Amt \$ 150,000 Date 10-1-99

**RELATED CASE(S)** (See instructions): JUDGE RECEIVED # 8665 DOCKET NUMBER 0000000000

DATE 10/1/99 SIGNATURE OF ATTORNEY OF RECORD Frank Petramalo Roger L. Erickson



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

### Authority For Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs – Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below: federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section V below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause.

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS-44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



UNITED STATES DISTRICT COURT  
OFFICE OF THE CLERK  
DISTRICT OF NEVADA  
BRUCE R. THOMPSON U.S. COURTHOUSE  
AND FEDERAL BUILDING  
400 SOUTH VIRGINIA STREET #301  
RENO, NEVADA 89501  
(702) 686-5800

LANCE S. WILSON  
DISTRICT COURT EXECUTIVE/CLERK

October 6, 1999

LINDA LEA SHARER  
CHIEF DEPUTY, RENO

CYNTHIA J. COHN  
CHIEF DEPUTY, LAS VEGAS

Denis F. Gordon, Esq.  
GORDON & BARNETT  
1133 21st Street, NW  
Suite 450  
Washington, D.C. 20036

Re: DAVID W. ALLEN, et al. vs. AMERICAN AIRLINES, INC., et al.  
CV-N-99-539-DWH(RAM)

FILED  
OCT -6 AM 10:07  
LANCE S. WILSON  
CLERK  
U.S. DISTRICT COURT  
DISTRICT OF NEVADA

Dear Mr. Gordon,

With regard to the above-entitled action, please be advised as follows:

✓ Please complete and return within the time frame set forth in Local Rule IA 10-2 of this Court the enclosed "Verified Petition for Permission to Practice in this Case Only." The text of that Local Rule follows:

**LR IA 10-2. ADMISSION TO PRACTICE IN A PARTICULAR CASE**

(a) An attorney who is not admitted to the bar of this court but who has been retained or appointed to appear in a particular case may do so only with the permission of the court. Application for such permission shall be by verified petition on the form furnished by the clerk. The petitioner shall furnish all information required by the form and certify that he or she is a member in good standing of the highest court of a state, commonwealth, territory, or the District of Columbia and is on active status. A copy of any petition under this rule shall be served by the petitioner upon the State Bar of Nevada at its Las Vegas office, 201 Las Vegas Boulevard South, Las Vegas, Nevada 89101. The verified petition shall be accompanied by the admission fee set by the court.

(b) An attorney whose verified petition is pending shall take no action in the case beyond filing the first pleading or motion. Until permission is granted, the clerk shall not issue summons or other writ.

(c) Unless otherwise ordered by the court, any attorney who is granted permission to practice pursuant to this rule shall associate a resident member of the bar of this court as co-counsel. The attorneys shall confirm the association by filing a completed designation of resident counsel on the form provided by the clerk. The resident attorney must have authority to sign binding stipulations. The time of performing any act under these rules or the Federal Rules of Civil, Criminal and Bankruptcy Procedure shall run from the date of service on the resident attorney. Unless otherwise ordered by the court, such resident attorney need not personally attend all proceedings in court.

(d) In civil cases, attorneys shall have forty-five (45) days after their first appearance to comply with all the provisions of this rule.

(e) In criminal cases, attorneys shall have ten (10) days after their first appearance to comply with all the provisions of this rule. In addition, the defendant(s) shall execute designation(s) of retained counsel, which shall also bear the signatures of both the attorney appearing *pro hac vice* and the associated resident attorney. Such designation(s) shall be filed and served within the same ten (10) day period.

(f) When all the provisions of this rule are satisfied, the court may enter an order approving the verified petition for permission to practice in the particular case. Such permission is limited to the particular case and no certificate shall be issued by the clerk.

(g) Failure to comply timely with this rule may result in the striking of any and all documents previously filed by such attorney, the imposition of other sanctions, or both.

\_\_\_\_\_ Please see enclosed Notice To Counsel Not Admitted to the Bar of this Court regarding requirement to associate a resident attorney who is admitted to the Bar of this Court.

\_\_\_\_\_ Other:

LANCE S. WILSON, CLERK

By: OMA L. ROSE  
Deputy Clerk